COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH
CHIEF INFORMATION OFFICE BUREAU

CONFIDENTIALITY OATH
LACDMH Workforce Members

The intent of this Confidentiality Form is to ensure that all LACDMH workforce members are aware of their responsibilities and accountability to protect the confidentiality of client sensitive information viewed, maintained, and/or accessed by any DMH on-line systems.

Further, the Department's Medi-Cal and MEDS access policy has been established in accordance with federal and state laws governing confidentiality.

The California Welfare and Institutions (W&I) Code, Section 14100.2, cites the information to be regarded confidential. This information includes applicant/beneficiary names, addresses, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data. (See also 22 California Code of Regulations (C.C.R.), Sections 50111 and 51009)

The Medi-Cal Eligibility Manual, Section 2-H, titled "Confidentiality of Medi-Cal Case Records," referring to Section 14100.2, a, b, f, and h, W&I Code, provides in part that:

"(a)   All types of information, whether written or oral, concerning a person, made or kept by any public office or agency in connection with the administration of any provision of this chapter *… shall be confidential, and shall not be open to examination other than for purposes directly connected with administration of the Medi-Cal program."

"(b)   Except as provided in this section and to the extent permitted by Federal Law or regulation, all information about applicants and recipients as provided for in subdivision (a) to be safeguarded includes, but is not limited to, names and addresses, medical services provided, social and economic conditions or circumstances, agency evaluation or personal information, and medical data, including diagnosis and past history of disease or disability."

"(f)   The State Department of Health Services may make rules and regulations governing the custody, use and preservation of all records, papers, files, and communications pertaining to the administration of the laws relating to the Medi-Cal program **…."

"(h)   Any person who knowingly releases or possesses confidential information concerning persons who have applied for or who have been granted any form of Medi-Cal benefits ***… for which State or Federal funds are made available in violation of this section is guilty of a misdemeanor."

*, **, *** The State of California's Statute for Medicaid Confidentiality can be found at the following web address: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/Medicaidstatute.aspx

Please read the agreement and take due time to consider it prior to signing.

I understand that LAC-DMH workforce members are prohibited from sharing their unique logon I.D. and password with co-worker or other agencies.

Further, I understand that data browsing is strictly prohibited and my access to information is restricted to the minimum necessary required to carry out my job responsibilities.

Further, I understand that LAC-DMH workforce members are prohibited from obtaining, releasing, or using confidential client information from case records or computer records for purposes not specifically related to the administration of services and authorized by the W&I Code (Section 14100.2).

Further, I understand the violation of the confidentiality of records or of these policies which are made for protection of the confidentiality of such records, may cause:

1. A civil action under the provision of the W&I Code 5330 Sections:
    a) Any person may bring an action against an individual who has willfully and knowingly released confidential information or records concerning him or her in violation of this chapter, or of Chapter 1 (commencing with Section 11860) of Part 3 of Division 10.5 of the Health and Safety Code, for the greater of the following amounts:
        1. Ten thousand Dollars ($10,000).
        2. Three times the amount of actual damages, if any sustained by the plaintiff.
    b) Any person may bring an action against an individual who has negligently released confidential information or records concerning him or her in violation of this chapter, or of Chapter 1 (commencing with Section 11860) of Part 3 of Division 10.5 of the Health and Safety Code, for both of the following:
        1. One thousand dollars ($1,000) in order to recover under this paragraph; it shall not be a prerequisite that the plaintiff suffer or be threatened with actual damages.
        2. The amount of actual damages, if any, sustained by the plaintiff.
    c) Any person may, in accordance with Chapter 3 (commencing with Section 525) of Title 7 of Part 2 of the Code of Civil Procedure, bring an action to enjoin the release of confidential information or records in violation of this chapter, and may in the same action seek damages as provided in this section.
    d) In addition to the amounts specified in subdivisions (a) and (b), the plaintiff shall recover court costs and reasonable attorney's fees as determined by the court.
2. Disciplinary action including suspension or termination of employment.

I hereby certify that I have read this form and the Department of Mental Health Policy 550.04 "Access to Integrated Behavioral Health Information System (IBHIS) Using Electronic Health Record System."

I, the undersigned, hereby agree not to divulge any information or records concerning any client except in accordance with W&I Code, Section 5328 et seq. and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). I acknowledge that the unauthorized release of confidential information as described in this document may result in disciplinary action up to and including termination of any office of employment. I further agree I have read as described in this document that a person may make me subject to a civil action under the provisions of the W&I Code for the unauthorized release of confidential information.

User's Name: _____ _____ _____
<div align="center">Print   Signature   Date</div>

Employee #: _____ **Phone #: (** ____ **)** _____ **Ext:** _____

Supervisor's Name: _____ _____ _____
<div align="center">Print   Signature   Date</div>

<div align="center">*Supervisors/Managers: The signed copy of this agreement must be maintained at the facility*</div>